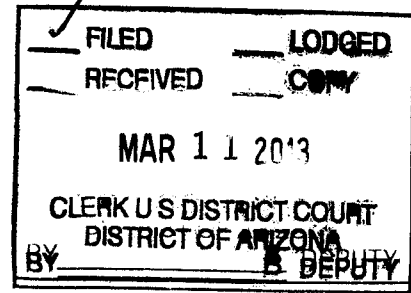


ROGER JEWELL
316 N. Avenue A, #82
Casa Grande, AZ 85122
(520) 424-6253
laroger0@yahoo.com
Plaintiff, *Pro Se*



UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

CV-13-00522-PHX-SRB

ROGER JEWELL, an individual,

Plaintiff,

vs.

FIGI'S, INC., a corporation, **CENTURY
LINK SALES SOLUTIONS, INC.**, dba
QWEST COMMUNICATIONS, and
DOES 1-20, inclusive,

Defendants.

) CASE NO. _____

) COMPLAINT:

) (1) ACCOUNTING;

) (2) RESCISSION;

) (3) BREACH OF CONTRACT;

) (4) DECLARATORY RELIEF;

) (5) INJUNCTIVE RELIEF; AND

) (6) BREACH OF WARRANTY

)

)

)

FIRST CAUSE OF ACTION
(ACCOUNTING AGAINST FIGI'S, INC.)

1. Plaintiff **ROGER JEWELL** is, and at all times herein mentioned was, an individual residing in the City of Casa Grande, Arizona, within this judicial district.

2. Defendant **FIGI'S, INC.**, is, and at all times herein mentioned was, a corporation authorized to conduct business in the State of Arizona and doing business within this judicial district.

3. Defendant **CENTURY LINK SALES SOLUTIONS, INC.**, is, and at all times herein

mentioned was, a corporation authorized to conduct business in the State of Arizona and doing business within this judicial district. Said defendant is the successor corporation formally dba QWEST COMMUNICATIONS.

4. Jurisdiction in this United States District Court is proper based on 15 U.S.C. §§ 1681, et seq.

5. Plaintiff does not know the names and identities of Defendants sued herein as DOES 1-20, inclusive, and hereby sues said Defendants by such fictitious names. Plaintiff will seek to amend the complaint when the true names and capacities of said Defendants become known to Plaintiff.

6. The written agreements between Plaintiff ROGER JEWELL and Defendants, and each of them were executed in and were to be performed within this judicial district.

7. In doing the things alleged herein, each of the Defendants was acting as the agent, servant, or employee of the other defendants and acting within the course of such agency, servitude, or employment when the acts were committed.

8. In or about the year 2004, Plaintiff ordered products from defendant FIGI'S, INC. based on said defendant's "Satisfaction Guaranteed" policy.

9. Plaintiff was not satisfied with the products ordered from Defendant FIGI'S, INC. and Plaintiff made his dissatisfaction known to said defendant.

10. Nevertheless, Defendant FIGI'S, INC. reported to the three major credit reporting agencies that Plaintiff allegedly owed a debt to said defendant.

11. Plaintiff has, as a proximate and actual result of the actions of said defendant, suffered damages to his credit standing and general damages in the amount of

\$50,000.00.

SECOND CAUSE OF ACTION
(ACCOUNTING AGAINST QWEST-CENTURY LINK SALES SOLUTIONS, INC.)

12. Plaintiff hereby refers to and incorporates by this reference, each and every allegation contained in paragraphs 1 through 11, inclusive, of this Complaint as though fully set forth.

13. In or about the year 2004, Plaintiff used defendant CENTURY LINK SALES SOLUTIONS, INC.'s QWEST telephone service.

14. In or about the year 2005, Plaintiff terminated telephone service with QWEST.

15. At said time and place, after termination of services, said defendant continued to bill Plaintiff and said defendant alleged that a balance was due from Plaintiff. Under protest, Plaintiff paid the bill.

16. Defendant CENTURY LINK SALES SOLUTIONS, INC. through QWEST reported the account to the three major credit reporting bureaus causing great harm to Plaintiff's creditworthiness.

17. Subsequently, Plaintiff again used the QWEST services. Again, when services were terminated by Plaintiff, Defendant CENTURY LINK SALES SOLUTIONS, INC. through QWEST alleged that additional costs were owed by Plaintiff. This time, Plaintiff refused to pay the additional charges.

18. As an actual and proximate result of Defendant CENTURY LINK SALES SOLUTIONS, INC. placing derogatory credit information on Plaintiff's credit reports with the three major credit reporting agencies, Plaintiff continues to suffer emotional distress and economic damages in the amount of \$50,000.00.

19. Plaintiff is informed and believes and on such information and belief alleges that the accounting of his accounts with Defendant CENTURY LINK SALES SOLUTIONS, INC. is inaccurate and that no debt is owed to said Defendant.

20. An accurate billing would reflect that Plaintiff owes nothing to said defendant now and that the previous paid account also had been subject to improper accounting by said defendant.

21. An accounting is requested from this Court to determine the amounts, if any, that are owed, if any.

22. If an accounting is not ordered by this Court, Plaintiff will continue to suffer economic damages and emotional distress in terms of general damages in the amount of \$50,000.00.

THIRD CAUSE OF ACTION
(RESCISSION AGAINST FIGI'S, INC.)

23. Plaintiff hereby refers to and incorporates by this reference, each and every allegation contained in paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth.

24. Plaintiff ROGER JEWELL was dissatisfied with defendant FIGI'S, INC.'s product order and expressed his dissatisfaction to FIGI'S, INC. However, said defendant refuses to honor the "Satisfaction Guaranteed" promise it made and has informed the three credit reporting agencies that Plaintiff allegedly owes the approximate amount of \$140.00 to defendant. Had defendant not represented that its products were backed by a satisfaction guaranteed policy, Plaintiff would not have placed his product order with said defendant.

25. Plaintiff is entitled to rescind the agreement with FIGI'S, INC. due to said Defendant's "Satisfaction Guaranteed" policy. A copy of said Defendant's policy is attached hereto as Exhibit "A" and incorporated herein by this reference.

FOURTH CAUSE OF ACTION
(BREACH OF CONTRACT AGAINST FIGI'S, INC.)

26. Plaintiff hereby refers to and incorporates by this reference, each and every allegation contained in paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth.

27. Plaintiff is entitled to rescind the agreement on the basis of the prior breach by defendant FIGI'S, INC. by said defendant's failure to honor its Satisfaction Guaranteed policy.

FIFTH CAUSE OF ACTION
(BREACH OF CONTRACT AGAINST QWEST-CENTURY LINK SALES SOLUTIONS, INC.)

28. Plaintiff hereby refers to and incorporates by this reference, each and every allegation contained in paragraphs 1 through 27, inclusive, of this Complaint as though fully set forth.

29. Plaintiff is entitled to rescind the agreement on the basis of the prior breach by defendant QWEST-CENTURY LINK SALES SOLUTIONS, INC. by providing inaccurate billings to Plaintiff.

SIXTH CAUSE OF ACTION
(DECLARATORY RELIEF AGAINST FIGI'S, INC.)

30. Plaintiff hereby refers to and incorporates by this reference, each and every allegation contained in paragraphs 1 through 29, inclusive, of this Complaint as though fully set

forth.

31. There is an actual dispute existing between the parties. Defendants assert that a debt is owed to them while Plaintiff asserts that no such debt is owed.

32. Plaintiff is entitled to a judicial determination to settle the disputed matter and Plaintiff will suffer irreparable harm if such a declaration is not made at this time because the alleged debts are contained in Plaintiff's credit reports with the three major credit reporting agencies.

SEVENTH CAUSE OF ACTION
(DECLARATORY RELIEF AGAINST QWEST-CENTURY LINK SALES SOLUTIONS, INC.)

33. Plaintiff hereby refers to and incorporates by this reference, each and every allegation contained in paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth.

34. There are two actual disputes existing between the parties concerning an alleged debt presently owed to Defendant. One account alleges that Plaintiff previously owed a debt to Defendant that was ultimately paid by Plaintiff under protest. This alleged debt is reported on Plaintiff's credit reports with the three major credit reporting bureaus. Additionally, Defendants assert that a debt is presently owed to them while Plaintiff asserts that no such debt is owed.

35. Plaintiff is entitled to a judicial determination to settle the disputed matters and Plaintiff will suffer irreparable harm if such a declaration is not made at this time because the alleged debts are contained in Plaintiff's credit reports with the three major credit reporting agencies.

EIGHTH CAUSE OF ACTION
(INJUNCTIVE RELIEF AGAINST FIGI'S, INC.)

36. Plaintiff hereby refers to and incorporates by this reference, each and every allegation contained in paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth.

37. Plaintiff is entitled to an injunction prohibiting Defendants, and each of them, from continuing to report the alleged debts to the three major credit reporting bureaus and Plaintiff will suffer irreparable harm if such an injunction is not issued at this time because the alleged debts are contained in Plaintiff's credit reports with the three major credit reporting agencies.

NINTH CAUSE OF ACTION
(INJUNCTIVE RELIEF AGAINST QWEST-CENTURY LINK SALES SOLUTIONS, INC.)

38. Plaintiff hereby refers to and incorporates by this reference, each and every allegation contained in paragraphs 1 through 37, inclusive, of this Complaint as though fully set forth.

39. Plaintiff is entitled to an injunction prohibiting Defendants, and each of them, from continuing to report the alleged debts to the three major credit reporting bureaus and Plaintiff will suffer irreparable harm if such an injunction is not issued at this time because the alleged debts are contained in Plaintiff's credit reports with the three major credit reporting agencies.

TENTH CAUSE OF ACTION
(BREACH OF WARRANTY AGAINST FIGI'S, INC.)

40. Plaintiff hereby refers to and incorporates by this reference, each and every allegation

contained in paragraphs 1 through 39, inclusive, of this Complaint as though fully set forth.

41. Plaintiff is entitled to rescind the agreement on the basis of the prior breach by defendant FIGI'S, INC.

WHEREFORE, Plaintiff hereby prays for judgment against Defendants, and each of them, as follows:

AS TO THE FIRST CAUSE OF ACTION
(ACCOUNTING AGAINST FIGI'S, INC.)

- (1) An accurate accounting of the debt(s) allegedly owed to Defendant;

AS TO THE SECOND CAUSE OF ACTION
(ACCOUNTING AGAINST QWEST-CENTURY LINK)

- (1) An accurate accounting of the debt(s) allegedly owed to Defendant;

AS TO THE THIRD CAUSE OF ACTION
(RESCISSION AGAINST FIGI'S, INC.)

- (1) A judgment in favor of Plaintiff allowing rescission of the alleged agreement with Defendant(s);

AS TO THE FOURTH CAUSE OF ACTION
(BREACH OF CONTRACT AGAINST FIGI'S, INC.)

- (1) A judgment in favor of Plaintiff allowing rescission of the alleged agreement with Defendant(s);

AS TO THE FIFTH CAUSE OF ACTION
(BREACH OF CONTRACT AGAINST QWEST-CENTURY LINK)

- (1) A judgment in favor of Plaintiff allowing rescission of the alleged agreement with Defendant(s);

AS TO THE SIXTH CAUSE OF ACTION
(DECLARATORY RELIEF AGAINST FIGI'S, INC.)

- (1) A judicial declaration deciding the respective rights and duties of the parties;

AS TO THE SEVENTH CAUSE OF ACTION
(DECLARATORY RELIEF AGAINST QWEST-CENTURY LINK)

- (1) A judicial declaration deciding the respective rights and duties of the parties;

AS TO THE EIGHTH CAUSE OF ACTION
(INJUNCTIVE RELIEF AGAINST FIGI'S, INC.)

- (1) An injunction prohibiting Defendant(s), and each of them, from continuing to report the alleged debt to the three major credit reporting bureaus;

- (2) An injunction requiring Defendant(s), and each of them, to contact the three credit reporting bureaus and request removal of the alleged debt(s) from Plaintiff's credit reports.

AS TO THE NINTH CAUSE OF ACTION
(INJUNCTIVE RELIEF AGAINST QWEST-CENTURY LINK)

- (1) An injunction prohibiting Defendant(s), and each of them, from continuing to report the alleged debt to the three major credit reporting bureaus;

- (2) An injunction requiring Defendant(s), and each of them, to contact the three credit reporting bureaus and request removal of the alleged debt(s) from Plaintiff's credit reports.

AS TO THE TENTH CAUSE OF ACTION
(BREACH OF WARRANTY AGAINST FIGI'S, INC.)

- (1) A judgment in favor of Plaintiff allowing rescission of the alleged agreement with Defendant(s);

AS TO ALL CAUSE OF ACTIONS

- (1) Costs of suit incurred herein;
- (2) Attorney's fees according to proof, if any; and
- (3) For such other additional relief as the Court deems just and proper.

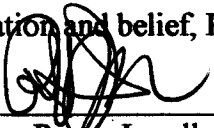
Respectfully submitted,


PLAINTIFF **ROGER JEWELL**

March 5, 2013

VERIFICATION

I, **ROGER JEWELL**, hereby declare under penalty of perjury, that the foregoing is true and correct, except as to matters alleged on information and belief, and on matters alleged on information and belief, Plaintiff believes the allegations are true and correct.


Roger Jewell

March 5, 2013

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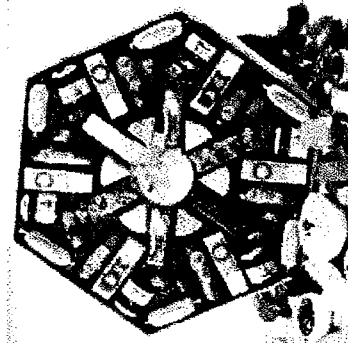
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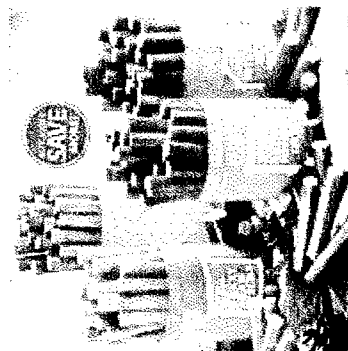
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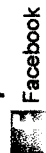
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